

REMARKS/ARGUMENTS

Claim Amendments

The Applicant has amended claims 1 and 10. Applicant respectfully submits no new matter has been added. Accordingly, claims 1-3 and 5-18 are pending in the application. Favorable reconsideration of the application is respectfully requested in view of the foregoing amendments and the following remarks.

Claim Rejections – 35 U.S.C. § 102(e)

Claims 1-3, 6, 8-12, 15 and 17 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Kohli, et al. (hereinafter Kohli) (US Patent No. 7,213,068B1). The Applicant has amended independent claims 1 and 10 to better define the intended scope of the claimed invention. The Examiner's consideration of the amended claims is respectfully requested.

Claim 1 now recites establishing a service agreement between the PEP and the PDP wherein the service agreement determines a subset of subscribed events of the PEP which may be requested by the PDP. Support for this amendment is found on Page 8, lines 25-28 of the Applicant's specification.

In the Applicant's claimed invention, any PEP may register at a PDP without the PDP having knowledge of the capabilities of the PEP to generate events and execute controls upfront. In addition, in the Applicant's invention, the PEP sends a full set of its capabilities to the PDP. The PDP and PEP then establish a service agreement on a subset of the PEP capabilities on which events actually will be subscribed to and which controls will be used. In contrast to the Applicant's invention, in Kohli, the PDP sends an overview of events the PDP is interested in and the PEP reports matching events (see page 8, lines 20-46 of Kohli). In Kohli, controls (i.e., actions in Kohli) are assumed to be known by the PDP. Specifically, there is no "handshake" to determine if a control is possible with a given PEP. The PDP must know in advance which control may be applied.

In the Applicant's claimed invention, any PEP may be registered. The PDP does not know in advance the capabilities of the PEP. Thus, in the Applicant's invention, a

service agreement is established to determine what capabilities of the PEP can be used. Kohli does not disclose establishing a service agreement between the PDP and the PEP.

In addition, the Examiner equates "Policy Enabling Point" (PEP) disclosed in Kohli with the PEP acronym in the present application. Kohli defines a Policy Enabling Point term in great detail (see col. 9, line 54 – col. 10, line 55). The description of the Policy Enabling Point is not the same as Policy Enforcement Point disclosed in the Applicant's specification (see page 2, lines 14-30 of the Applicant's specification). Thus, the Applicant respectfully submits that the PEP acronym in the Applicant's invention is significantly different than the PEP acronym disclosed in Kohli.

Furthermore, the Policy Enforcement Point (PEP) acts as a server towards a Policy Decision Point (PDP). The Examiner equates Kohli's device servers 18 and 20 to the Applicant's PEP. The Applicant respectfully disagrees with this characterization. As noted above, Kohli's PEP is not the same as the Applicant's PEP. Furthermore, the portion describing the policy enabling point indicates the PEPs of Kohli act as clients, not as servers.

Thus, Kohli does not disclose all the limitations recited in claim 1. Claim 10 is analogous to claim 1 and contains similar limitations. This being the case, the Applicant respectfully requests the allowance of claims 1 and 10 and the respective dependent claims 2-3, 6, 8-9, 11-12, 15 and 17.

Claim Rejections – 35 U.S.C. § 103 (a)

Claims 5, 13, and 14 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Kohli as applied to claims 1 and 10 above, and further in view of Putzolu (US Patent No. 6,578,076B1, hereinafter Putzolu). The Applicant has amended independent claims 1 and 10 to better define the intended scope of the claimed invention. The Examiner's consideration of the amended claims is respectfully requested.

As discussed above, Kohli does not disclose all the limitations recited in amended claims 1 and 10. Specifically, Kohli does not disclose establishing a service

agreement between the PEP and the PDP wherein the service agreement determines a subset of subscribed events of the PEP which may be requested by the PDP. The addition of Putzolu does not make up the missing elements. Furthermore, claim 5 depends from amended claim 1 and recites further limitations in combination with the novel elements of claim 1. Claims 13 and 14 depend from amended claim 10 and recite further limitations in combination with the novel elements of claim 10. Therefore, the allowance of claims 5, 13, and 14 is respectfully requested.

Claims 7, 16, and 18 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Kohli. The Applicant has amended independent claims 1 and 10 to better define the intended scope of the claimed invention. The Examiner's consideration of the amended claims is respectfully requested.

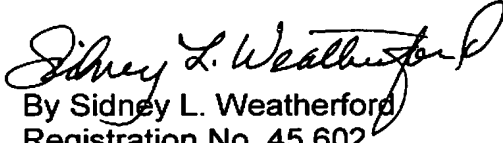
As discussed above, Kohli does not disclose all the limitations recited in amended claims 1 and 10. Specifically, Kohli does not disclose establishing a service agreement between the PEP and the PDP wherein the service agreement determines a subset of subscribed events of the PEP which may be requested by the PDP. The addition of Putzolu does not make up the missing elements. Furthermore, claim 7 depends from amended claim 1 and recites further limitations in combination with the novel elements of claim 1. Claims 16 and 18 depend from amended claim 10 and recite further limitations in combination with the novel elements of claim 10. Therefore, the allowance of claims 7, 16, and 18 is respectfully requested.

CONCLUSION

In view of the foregoing remarks, the Applicant believes all of the claims currently pending in the Application to be in a condition for allowance. The Applicant, therefore, respectfully requests that the Examiner withdraw all rejections and issue a Notice of Allowance for all pending claims.

The Applicant requests a telephonic interview if the Examiner has any questions or requires any additional information that would further or expedite the prosecution of the Application.

Respectfully submitted,


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